Tentative Rulings for September 16, 2026
Department 502

For any matter where an oral argument is requested and any party to the hearing desires a remote appearance, such request must be timely submitted to and approved by the hearing judge. In this department, the remote appearance will be conducted through Zoom. If approved, please provide the department's clerk a correct email address. (CRC 3.672, Fresno Sup.C. Local Rule 1.1.19)

There are no tentative rulings for the following cases. The hearing will go forward on these matters. If a person is under a court order to appear, he/she must do so. Otherwise, parties should appear unless they have notified the court that they will submit the matter without an appearance. (See California Rules of Court, rule 3.1304(c).) ***The above rule also applies to cases listed in this "must appear" section.***

The court has continued the following cases. The deadlines for opposition and reply papers will remain the same as for the original hearing date.

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 502

Begin at the next page

(03)

Tentative Ruling

Re: ***Werfelmann v. State Farm Mutual Insurance Company***
Case No. 26CECG00221

Hearing Date: September 16, 2026 (Dept. 502)

Motion: Defendant's Demurrer to Complaint

Tentative Ruling:

To take the demurrer off calendar as moot, since plaintiff has now filed a first amended complaint.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: Img on 9-14-26 .
(Judge's initials) (Date)

(20) **<u>Tentative Ruling</u>**

Re: ***Ramirez v. Fort Washington Golf and Country Club***
Superior Court Case No. 24CECG02900

Hearing Date: September 16, 2026 (Dept. 502)

Motion: Motion to Seal

Plaintiff's Motion for Preliminary Approval of Class Action Settlement

Tentative Ruling:

To deny the motion to seal. The court clerk is directed to unseal and file the unredacted copy of plaintiff's individual settlement agreement, lodged conditionally under seal on August 20, 2026.

To continue the motion for preliminary approval to 3:30 p.m. on October 14, 2026, in Department 502. By October 5, 2026, the parties shall submit for review a revised class notice as discussed below.

Explanation:

<u>Motion to Seal</u>

This is a wage and hour class actions filed by a former employee of Fort Washington Golf and Country Club. The operative pleading is the First Amended Complaint, alleging the following causes of action:

1. Failure to Pay Minimum Wages [Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Lab. Code § 226];
8. Unfair Business Practices [Bus. & Prof. Code §§ 17200, et seq.];
9. Civil Penalties Under PAGA [Lab. Code § 2699, et seq.];
10. Hostile Work Environment [Gov. Code § 12940(j)(1)];
11. Retaliation Harassment [Gov. Code § 12940(h)];
12. Violation of Labor Code Section 232.5;
13. Retaliation in Violation of Labor Code Section 1102.5;
14. FEHA – Retaliation [Gov. Code § 12940(h)];
15. FEHA – Failure to Prevent [Gov. Code § 12940(k)]; and
16. Wrongful Constructive Termination in Violation of Public Policy.

The first nine causes of action are brought on a class/representative basis, while causes of action ten through sixteen are brought by plaintiff individually. The class claims are based on defendant's alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to maintain accurate records of hours worked and meal periods, failure to timely pay all wages to terminated employees, failure to indemnify necessary business expenses, failure to furnish accurate wage statements, harassment, discrimination, and retaliation, individually and on behalf of a class of all others similarly situated current and former employees.

The court directed plaintiff to disclose if he settled his individual claims, and if so, to disclose the terms of the settlement and submit a copy of the settlement agreement. Plaintiff has filed the settlement agreement, but redacted the financial terms of the settlement because he wishes to keep it private. Plaintiff moves to seal the full settlement agreement, keeping only the amount of the settlement from the public, and the putative class.

However, "Unless confidentiality is required by law, court records are presumed to be open." (Cal. Rules of Court, Rule 2.550(c).) "A record must not be filed under seal without a court order. The court must not permit a record to be filed under seal based solely on the agreement or stipulation of the parties." (Cal. Rules of Court, Rule 2.551, subd. (a).)

A court may order a record filed under seal if it finds that facts establish (1) there exists an overriding interest that overcomes the public right of access to the record, (2) the overriding interest supports sealing the record, (3) a substantial probability exists that the overriding interest will be prejudiced if the record is not sealed, (4) the proposed sealing is narrowly tailored, and (5) no less restrictive means exist to achieve the overriding interest. (Cal. Rules of Court, rule 2.550(d).)

Plaintiff correctly points out that there is a strong policy favoring settlement (*Monster Energy Co. v. Schechter* (2019) 7 Cal.5th 781, 793, 795), and the right of privacy extends to "one's personal financial affairs …" (*City of Carmel-By-The-Sea v. Young* (1970) 2 Cal.3d 259, 268). Confidentiality can be respected where it is an essential term of a settlement. (See *Monster Energy Co. v. Schechter* (2019) 7 Cal.5th 781, 793–794.)

However, in this case plaintiff also seeks to serve as representative of a putative class of his former coworkers. Plaintiff has received a sizeable settlement of his individual claims. The concern in the context of a class action is that the plaintiff and class representative may be offered a large settlement in order to approve a less-than ideal settlement of class claims. The court is not suggesting that is what happened here, but keeping plaintiff's individual settlement secret would raise questions and concerns. The class deserves to know and have an opportunity to object to the class and PAGA settlement in light of plaintiff's individual settlement. Accordingly, the motion to seal is denied. In the event the motion to seal is denied, "plaintiff states he is agreeable to the unredacted version being publicly filed if the Court does not agree to keep under seal." (MPA 5:20-22.) The court will therefore order that the unredacted version be publicly filed. The parties will also be required to revise the class notice to inform the class of the terms of plaintiff's individual settlement.

<u>Motion for Preliminary Approval</u>

Certification of Class for Settlement

Settlements preceding class certification are scrutinized more carefully to make sure that absent class members' rights are adequately protected, although there is less scrutiny of manageability issues. (*Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 240; see *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1803, fn. 9, 19.a) The trial court has a "fiduciary responsibility" as the guardian of the absentee class members' rights to decide whether to approve a settlement of a class action. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 95.)

A precertification settlement may stipulate that a defined class be conditionally certified for settlement purposes. The court may make an order approving or denying certification of a provisional settlement class after the preliminary settlement hearing. (Cal. Rules of Court, rule 3.769(d).) Before the court may approve the settlement, however, the settlement class must satisfy the normal prerequisites for a class action. (*Amchem Products, Inc. v. Windsor* (1997) 521 US 591, 625-627.)

"Class certification requires proof (1) of a sufficiently numerous, ascertainable class, (2) of a well-defined community of interest, and (3) that certification will provide substantial benefits to litigants and the courts, i.e., that proceeding as a class is superior to other methods. In turn, the community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." (*In re Tobacco II Cases* (2009) 46 Cal.4th 298, 313.)

Plaintiff bears the burden of establishing the propriety of class treatment *with admissible evidence*. (*Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470 [trial court's ruling on certification supported by substantial evidence generally not disturbed on appeal]; *Lockheed Martin Corp. v. Superior Court*, *supra,* 29 Cal.4th at pp. 1107-1108 [plaintiff's burden to produce substantial evidence].)

Plaintiff has submitted admissible evidence there are an estimated 164 employees in the class period, and 104 workers employed during the PAGA period. (Sorrentino Suppl. Decl. ¶ 3, Exh. 1.) This is sufficient to establish numerosity and ascertainability.

Under the community of interest requirement, the class representative must be able to represent the class adequately. (*Caro v. Procter & Gamble* (1993) 18 Cal.App.4th 644, 669.) "[I]t has never been the law in California that the class representative must have identical interests with the class members . . . The focus of the typicality requirement entails inquiry as to whether the plaintiff's individual circumstances are markedly different or whether the legal theory upon which the claims are based differ from that upon which the claims of the other class members will be based." (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

Usually, in wage and hour class actions or PAGA class claims, the distinctive feature that permits class certification is that the employees have the same job title or perform similar jobs, and the employer treats all in that discrete group in the same allegedly unlawful fashion. In *Brinker Restaurant v. Superior Court* (2012) 53 Cal.4th 1004, 1017, "no evidence of common policies or means of proof was supplied, and the trial court therefore erred in certifying a subclass."

With this submission plaintiff has submitted evidence of the work conditions and alleged wage and hour violations that he personally experienced, as well as evidence that other employees were subjected to the same practices and suffered the same violations. (See Ramirez Suppl. Decl.; Sorrentino Suppl. Decl., ¶ 6, Exhs. 3-7.) Plaintiff submits adequate evidence of common policies and means of proof.

The adequacy of representation component of the community of interest requirement for class certification comes into play when the party opposing certification brings forth evidence indicating widespread antagonism to the class suit. " 'The adequacy inquiry … serves to uncover conflicts of interest between named parties and the class they seek to represent.' [Citation.] '… To assure "adequate" representation, the class representative's personal claim must not be inconsistent with the claims of other members of the class. [Citation.]' [Citation.]" (*J.P. Morgan & Co., Inc. v. Superior Court* (2003) 113 Cal.App.4th 195, 212.)

"[T]he adequacy inquiry should focus on the abilities of the class representative's counsel and the existence of conflicts between the representative and other class members." (*Caro v. Procter & Gamble Co.* (1993) 18 Cal.App.4th 644, 669.) This consideration is satisfied, as counsel has substantial class action experience.

Settlement Approval

"[I]n the final analysis it is the Court that bears the responsibility to ensure that the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing litigation. The court has a fiduciary responsibility as guardians of the rights of the absentee class members when deciding whether to approve a settlement agreement." (*Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 129.) "[T]o protect the interests of absent class members, the court must independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interests of those whose claims will be extinguished … [therefore] the factual record must be before the … court must be sufficiently developed." (*Id.* at p. 130.)

Clark v. America Residential Services (2009) 175 Cal.App.4th 785 vacated approval of a class settlement coupled with class certification, an award of $25,000 each to two named plaintiffs, and more. The problem was that the plaintiffs presented "no evidence regarding the likelihood of success on any of the 10 causes of action, or the number of unpaid overtime hours estimated to have been worked by the class, or the average hourly rate of pay, or the number of meal periods and rest periods missed, or the value of minimum wage violations, and so on." (*Id*. at p. 793.)

With this submission plaintiff makes an adequate showing regarding the value of the class and PAGA claims, extrapolating values ranging from $287,360 assuming that there was at least one violation per employee per workweek to $2,011,520. Counsel also discusses the strengths and weaknesses of the various claims, as well as the defenses raised by defendant, to justify the $480,000 gross settlement. The court preliminarily finds the settlement to be fair and reasonable, subject to comment from the class.

Insufficient information is provided to enable the court to preliminarily approve the award of attorney's fees and costs. Plaintiff's counsel seeks up to $160,000 in attorney's fees, which is 1/3 of the total gross settlement, plus costs of up to $30,000. 1/3 is within the range of fees that have been approved by other courts in class actions, which frequently approve fees based on a percentage of the common fund. (*City & County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-11; *Quinn v. State* (1975) 15 Cal.3d 162, 168; see also *Apple Computer, Inc. v. Superior Court* (2005) 126 Cal.App.4th 1253, 1270; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26.)

While it is true that courts have found fee awards based on a percentage of the common fund are reasonable, the California Supreme Court has also found that the trial court has discretion to conduct a lodestar "cross-check" to double check the reasonableness of the requested fees. (*Laffitte v. Robert Half Intern. Inc*. (2016) 1 Cal.5th 480, 503-504 [although class counsel may obtain fees based on a percentage of the class settlement, courts may also perform a lodestar cross-check to ensure that the fees are reasonable in light of the number of hours worked and the attorneys' reasonable hourly rates].)

The court prefers to do a lodestar analysis as a cross-check on the reasonableness of the fees. Counsel submits that the lodestar comes to $239,822, less than the $159,840 amount agreed to in the settlement agreement. Cost details are also provided. The fees and costs will be preliminarily approved, but updated information with detailed billing records shall be submitted with the final approval motion.

The motion seeks preliminary approval of a $10,000 enhancement payment to plaintiff. Plaintiff estimates that he spent around 58.5 hours on the matter. (Ramirez Decl., ¶ 23.) The court will decide on plaintiff's enhancement payment on final approval. In light of his substantial individual settlement, not much of an enhancement may be warranted.

Plaintiff seeks approval of $25,000 for settlement administration paid to Phoenix Settlement Administrators, as provided in the settlement agreement. The supplemental papers clarify that Phoenix quoted a flat fee of $7,500. The court will approve $7,500 for settlement administration.

The final issue is the class notice. The class should be made aware of the substantial individual settlement received by plaintiff, the class representative. While the motion to seal is denied, simply filing the unredacted settlement agreement would not necessarily apprise the class of plaintiff's settlement. It is unlikely that class members would search out court filings in their consideration of the class settlement. Accordingly, the parties are directed to revise the class notice to include a section summarizing the terms of plaintiff's individual settlement (including amounts), along with a brief description of the substance and/or nature of his individual claims. This shall be submitted to the court for review. Once the class notice is revised accordingly, the settlement will be preliminarily approved.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: ___________lmg___________________ on _____9=15=26______________.
(Judge's initials) (Date)

(20) **Tentative Ruling**

Re: ***Rodriguez v. R & R Property LLC et al.***
Superior Court Case No. 25CECG02620

Hearing Date: September 16, 2026 (Dept. 502)

Motion: Plaintiff's Motions for Deemed Admitted Orders

Tentative Ruling:

To grant and deem admitted the truth of all matters specified in the Requests for Admission, Set One, served on defendants Rebecca Escamilla, Alfred Escamilla and Alex A. Escamilla. (Code Civ. Proc., § 2033.280.)

Explanation:

On May 6, 2026, plaintiff served on defendants Rebecca Escamilla, Alfred Escamilla and Alex A. Escamilla, Requests for Admission, Set One. Defendants' responses were due on or around June 10, 2026. As of the filing of the motions on July 6, 2026, no responses have been provided. (See Rodriguez Decs., ¶¶ 2-3.)

Accordingly, the court must order admitted all matters specified in the requests for admission. (Code Civ. Proc., § 2033.280, subd. (b).) This will be the order of the court unless defendants serve, before the hearing on the motions, proposed responses to the requests for admission that are in substantial compliance with Code of Civil Procedure section 2033.220. Defendants have filed no opposition to these motions.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: **lmg** **on** **9-15-26** .
(Judge's initials) (Date)